

SECTION 2 - SPECIAL TERMS AND CONDITIONS**PROFESSIONAL INTERPRETING AND TRANSLATION SERVICES****2.1 PURPOSE:**

The purpose of this solicitation is to establish a contract for the purchase of professional interpreting and translation services in conjunction with the County's needs on an as needed when needed basis.

2.2 TERM OF CONTRACT:

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for sixty (60) months expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD:

Award of this contract will be made up to the two (2) lowest priced, responsive, responsible vendors on a group-by-group basis. To be considered for award by group, the Bidder shall offer prices for all items within a given group when all items are added in the aggregate. If a Bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

The County will award this contract to the designated lowest Bidder as the primary Bidder and to the designated second lowest Bidder as the secondary Bidder respectively. The primary Bidder shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary Bidder fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary vendor.

Award to multiple vendors is made for the convenience of the County and does not exempt the primary Bidder from fulfilling its contractual obligations. Failure of any Bidder to perform in accordance with the terms and conditions of the contract may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the Bidder re-procurement costs, if applicable.

Vendor Requirements by Group:**2.3.1 Group A – Professional oral interpreting services for Miami-Dade Police Department 911 Call Center.**

2.3.1.1 The successful bidder shall provide a toll free telephone number and furnish all labor, equipment and necessary supervision to supply telephone interpreting services which are to be provided on a 24-hour, 7 days per week basis. The bidder shall be available to provide services during peak times 6:00 am – 6:00 pm and non-peak times 6:00 pm – 6:00 am. Bidder must submit two (2) business references showing proof of having previously provided interpreting services with their proposal. The references listed must be customers that are currently receiving or have

recently received from the bidder the services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation.

2.3.1.2 Interpreters must be proficient with WordPerfect, Microsoft Word or other comparable word processing programs, and must be able to access e-mail on a 24 hour basis to send and receive documents. The bidder shall supply on a company letterhead what word processing programs will be used to complete the required service, the supervisors contact name, phone, fax, email and the toll-free number that will be used at the 911 Call Center.

2.3.1.3 The interpreter or translator to be utilized should hold certification by the Federal Courts or Consortium for Language Access in the Courts Member State Courts. However, the County may accept certification from other established institutions. The successful bidder shall be required to submit evidence of such certification for each interpreter(s) providing services, with their bid proposal package; otherwise, the bidder may be deemed non-responsive.

2.3.2 Group B – Professional oral interpreting services for Miami-Dade County Departments.

2.3.2.1 The bidder must submit two (2) business references showing proof of having previously provided interpreting services with their proposal. The references listed must be customers that are currently receiving or have recently received from the bidder the services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation

2.3.2.2 The successful bidder shall supply on company letterhead what word processing programs will be used to complete the required service, the contact name, contact phone number, facsimile number and email address. Interpreters must be proficient with WordPerfect, Microsoft Word or other comparable word processing programs, and must be able to access e-mail on a 24 hour, 7 days a week basis to send and receive documents.

2.3.2.3 The interpreter to be utilized should hold certification by the Federal Courts or the Consortium for Language Access in the Courts Member State Courts. However, the County may accept certification from other established institutions. The successful bidder shall be required to submit evidence of such certification for each interpreter(s) providing services, with their bid proposal package; otherwise the bidder may be deemed non-responsive.

2.3.3 Group C – Translation of written documents services for various Miami-Dade County Departments.

2.3.3.1 The bidder must submit two (2) business references showing proof of having previously provided translation services with their proposal. The references listed must be customers that are currently receiving or have recently received from the bidder the services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the services that the bidder is offering under this solicitation

2.3.3.2 The successful bidder shall supply on company letterhead what word processing programs and translation memory software will be used to complete the required service, the contact name, contact phone number, facsimile number and email address. Translators must be proficient with WordPerfect, Microsoft Word or other comparable word processing programs, as well as CAT tools such as SDL Trados Studio, Wordfast or other comparable software, and must be able to access e-mail on a 24 hour, 7 days a week basis to send and receive documents.

2.3.3.3 The translator to be utilized should hold certification by the American Translators Association (ATA) from English into Spanish. The County may accept certification from other established institutions for Haitian Creole. The successful bidder shall be required to submit evidence of such certification for each translator(s) providing services, with their bid proposal package; otherwise the bidder may be deemed non-responsive

2.3.4 Group D - Emergency Service for Group B and C requests shall be made for the successful bidder(s) to provide oral interpreting services and/or translation of written documents with (3 hour turn-around time for Group B) and a (24-hour turn-around time for Group C) which is defined as Emergency Services.

2.4 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a period of twelve (12) months after the commencement of the contract. The vendor may request an adjustment ninety (90) days before the commencement of every twelve (12) month period. The vendor may submit a price adjustment to the County based on changes in the following pricing index: Consumer Price Index (CPI) for All Urban Consumers, All Items, Miami-Ft. Lauderdale. It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor adjustment request should not be in excess of the relevant pricing index change. If not adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new twelve (12) month period may not be considered.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the vendor, and/or to terminate the contract with the vendor based on such price adjustments.

2.5 INDEMINIFICATION AND INSURANCE (1) – GENERAL SERVICE: (GROUP B ONLY)**2.6 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all services specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the County department(s) or agency (ies).

2.7 DEFICIENCIES IN WORK:

The vendor shall promptly correct all interpreting and translation errors that do not meet the requirements of the contract. The vendor shall bear all costs of correcting the rejected translations. If the vendor fails to correct the translations promptly, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within (24) hours of receipt of the notice. If the vendor fails to correct the services within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the vendors from the contract.

2.8 RATES

The rates quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. These rates are assumed to be at a flat rate either per minute, hour or word. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the state of Florida.

2.9 WORK NOTIFICATION**For Group B and C**

The County will give a minimum lead time of two (2) calendar days to the vendor prior to the desired starting date for any specific assignment; provided however, that such notification shall be superseded by any emergency work that may be required. When possible, longer lead times will be given.

2.10 PURCHASE OF OTHER ITEMS NOT LISTED:

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the Primary awarded Bidder to obtain a price quote for the similar items. If there are multiple awarded Bidders on the contract, the County representative may also obtain price quotes from these awarded Bidders. The County reserves the right to award these similar items to the primary

awarded Bidder, another awarded Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

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SECTION 3 – TECHNICAL SPECIFICATIONS**PROFESSIONAL INTERPRETING AND TRANSLATION SERVICES****3.1 SCOPE:**

3.1.1. The successful bidder shall furnish all labor, equipment and supervision necessary to supply professional interpreting services, orally by telephone for the Miami-Dade County Police Department 911 Center.

GROUP A – Bidder(s) shall provide pricing on peak times and non-peak times on a per minute basis.

3.1.2. Successful bidder(s) is to provide translation and interpreting services for various Miami- Dade Departments. All services shall be performed on an as-needed when-needed basis either orally or written.

GROUP B - Bidder(s) shall provide and be compensated for all interpreting services on a per hour basis.

GROUP C - Bidder(s) shall provide and be compensated for all translated written documents on a per source language word basis.

GROUP D – Bidder(s) shall provide emergency services for Group B and C. The turnaround time for Group B is three (3) hours and the turnaround time for Group C is twenty-four (24) hours.

3.2. SPECIFICATIONS: (GROUP A)

3.2.1 The successful bidder shall assist the Miami-Dade Police Department 911 Center in the handling of interpreting emergency calls. Interpreting services are to be provided on a 24-hour, 7 days per week basis. The bidder shall supply on a company letterhead what word processing programs will be used to complete the required service and the toll free number that will be used at the 911 Center.

Due to the nature of this service the bidder must be able to provide interpreting services to the 911 call center with a maximum response time of 10 seconds; this language is mandated through the Florida Emergency Number Plan. The bidder must have the capability of providing enough interpreters (to interpret at the minimum following languages as per Section 3, Para 3.2-1-A) and be readily available at all times. The bidder must make certain that when interpreters are on the line with the 911 Center, the call is free of background noise, and must not put incoming calls on hold.

3.2.2 The vendor must be able to interpret at a minimum, the following languages and various dialects:

Spanish
Russian
Korean
Chinese Mandarin

Vietnamese
Thai
French
Italian

Haitian Creole
German
Chinese
Japanese

Chinese Cantonese

Portuguese

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3.2.3 There is a possibility that any of these languages and/or dialects may be needed:

Afrikaans	Fijian	Lao	Slovenian
Akan	Finnish	Latvian	Somali
Albanian	Flemish	Lithuanian	Spanish
Amharic	French	Macedonian	Swahili
Arabic	Gaelic	Malay	Swedish
Armenian	Georgian	Malayalam	Samoan
Assyrian	German	Maltese	Tadzhik
Azerbaijani	Greek	Marshallese	Tagalog
Basque	Gujarati	Marathi	Taiwanese
Belorussian	Hausa	Mien	Tamii
Bengali	Hawaiian	Moldavian	Telegu
Bosnian	Hebrew	Mongolian	Thai
Bulgarian	Hindi	Navaho	Tibetan
Burmese	Hmong	Nepali	Tigrinya
Cambodian (Khmer)	Hungarian	Norwegian	Tongan
Chinese	Icelandic	Oromo`	Turkish
Cebuano	Llocano	Pashto	Turkmen
Creole	Indonesian	Polish	Ukranian
Croatian	Italian	Portuguese	Urdu
Czech	Japanese	Punjabi	Uzbek
Danish	Javanese	Romanian	Vietnamese
Dari	Kalmyk	Russian	Welsh
Dutch	Kazakh	Serbian	Wolof
Estonian	Korean	Singhalese	Yiddish
Farsi	Kurdish	Slovak	Yoruba

SPECIFICATIONS: (GROUPS B, C & D)

- 3.3 Successful bidder(s) to provide interpreting and translation services which may require typesetting and printing for various Miami-Dade County Departments. All services shall be performed on an as needed when needed basis. The bidder shall provide foreign language translation of written documents services.

3.3.1 **LANGUAGE DEFINITION****A. ROMANCE LANGUAGES**

French, Haitian Creole, Spanish, Italian, Romanian and Portuguese.

B. OTHER EUROPEAN

German, Greek, Dutch, Yugoslavian, Russian, Polish, Czech, Flemish, Swedish, Norwegian, Bulgarian, Danish and Finnish.

C. ORIENTAL AND ARABIC

Japanese, Chinese (all dialects/regional varieties), Korean, Hindi, Malay, Burmese, Filipino, Thai, Persian, Turkish, Hebrew and Swahili.

Note: Each translation should be notarized and accompanied by an affidavit attesting to its accuracy and a copy of their certification from the certified translator.

D. EMERGENCY SERVICES

Emergency services may be required when there is not sufficient time to complete the non-emergency processes. Bidders provide a contact number, facsimile number and must have access to e-mail on a 24 hour basis to receive unanticipated emergency assignments. The successful bidder(s) must be able to provide interpreting emergency services within a (3 hour turn-around time for Group B) and must be able to provide translating emergency services (24-hour turnaround time for Group C).

PRICE PROPOSAL FORM

Bid No. _____

BIDDER: _____

Bidder shall furnish all labor, equipment and supervision necessary to supply oral professional interpreting services for Miami Dade Police Department 911 Center on a 24 hour, 7 days a week.

GROUP A - Bidder shall furnish all labor, equipment and supervision necessary to supply oral professional interpreting services for Miami Dade Police Department 911 Center on a 24 hour, 7 days a week.

1.A	Peak Time		6:00 a.m. to 6:00 p.m.	\$ _____
2.A	Non Peak Time		6:00 p.m. to 6:00 a.m.	\$ _____

TOTAL GROUP A (ITEMS 1.A & 2.A)

GROUP B - Bidders shall furnish all oral interpreting services on as as needed basis. The bidder shall provide the following languages per hour:

1.B	Romance Languages	\$ _____ /Per Hour
2.B	Other European	\$ _____ /Per Hour
3.B	Oriental and Arabic	\$ _____ /Per Hours

TOTAL GROUP B (ITEMS 2.B THROUGH 3.B)

GROUP C - Bidders shall furnish all translating of written documents services to include types needed basis. The bidder shall provide pricing for the following languages per source language

1.C	Romance Languages	\$ _____ /Per Word
2.C	Other European	\$ _____ /Per Word
3.C	Oriental and Arabic	\$ _____ /Per Word

TOTAL GROUP C (ITEMS 1.C THRU 3.C) \$ _____

GROUP D - Request for emergency interpreting and translation services for Group B and C shall be provided by the bidder(s) with a (3 hour turn around time for Group B) and a (24 hour turn around time for Group C)

Emergency Services for oral interpreting of written documents services (3 hour turn around time) for the following:

1.D	GROUP B	\$ _____ /Per Hour
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Emergency Services for oral interpreting of written documents services (3 hour turn around time) for the following:

2.D	GROUP C	\$ _____ /Per Word
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TOTAL GROUP D (ITEMS 1.D THRU 3.D) \$ _____